

CITY COUNCIL - PRE-MEETING 6:30 P.M. TO 7:00 P.M.

Natchitoches City Council will have a pre-council meeting beginning at 6:30 p.m. and ending at 7:00 p.m. to discuss any non-agenda items. The City Council meeting will begin promptly at 7:00 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings.

NATCHITOCHES CITY COUNCIL MEETING

JULY 11, 2011

7:00 P.M.

A G E N D A

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF JUNE 27, 2011**
5. **SPECIAL RECOGNITION – TRECEY REW
- MIKE HEIMERMAN**
6. **BIDS – ADVERTISE:**
 - #070 Nielsen** Resolution Authorizing The Mayor To **ADVERTISE** For Bids For Liquid Chlorine For The Water Treatment Plant (Bid No. 0517)
Committee: Pat Jones, Edd Lee, Sylvia Morrow, Bryan Wimberly
 - #071 Payne** Resolution Authorizing The Mayor To **ADVERTISE** For Bids For Bulk Hydrated Lime For The Water Treatment Plant (Bid No. 0518)
Committee: Pat Jones, Edd Lee, Sylvia Morrow, Bryan Wimberly
7. **BIDS - OPEN:**
 - #072 Mims** Resolution Authorizing The Mayor To **OPEN** And Accept Bids For The Purchase Of A 69 Kv Dead Tank SF6 Gas Circuit Breaker For Cleco/St. Maurice Substation Tie (Bid No. 0515)
Committee: Pat Jones, Edd Lee, Don Mims, Bryan Wimberly
8. **PLANNING & ZONING - INTRODUCTION:**
 - #040 McCain** Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows:

Lot "A-1" Having A Front Of 116.2 Feet On West Side Of Williams Avenue, North By T. L. Miller, South By Harper, West By Cane River Lake Being Shown On Map Slide 366-B, From R-1 To R-1 Special Exception To Operate A Bed & Breakfast
(330 Williams Avenue, Gerald M. & Mary L. Gregorek)
9. **ORDINANCES – FINAL:**
 - #029 McCain** Ordinance, Upon The Recommendations Of The Purchasing Department And The Airport Commission, That The City Council Of The City Of Natchitoches Recall And Annul Ordinance Number 11 Of 2011, And Authorize A Lease Of That Area Under Fence At The Natchitoches Regional Airport For Hay Operations With James R. Stacy, And Authorizing The Mayor, Wayne McCullen, To Execute Said Lease On Behalf Of The City Of Natchitoches, And To Provide For Advertising.

#034 Nielsen Ordinance Authorizing The City To Lease A Tract Of Land Together With Improvements Located On The East Side Of Front Street To The Natchitoches Parish Tourist Commission, Setting The Terms And Conditions Of Same, And Authorizing The Execution Of The Lease By The Mayor, Wayne McCullen, After Due Compliance With The Law, And Further Providing For Advertising Of The Lease And An Effective Date

#037 Morrow Ordinance To Amend And Reenact Section 28-40, Entitled Numbers To Be Of Metal; Sizes, Which Section Is Located In The Chapter 28 Of The Code Of Ordinances, Which Said Chapter Deals With Streets, Sidewalks And Public Places, Said Amendment Being Made To Update The City Code Of Ordinances To Provide For House Numbering, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance

#039 Payne Ordinance Authorizing The Mayor Of The City Of Natchitoches, Louisiana, To Enter Into A Cooperative Endeavor Agreement With The Cane River National Heritage Area, Inc., Whereby The Cane River National Heritage Area, Inc. Will Provide Grant Funding For The “Stabilization Of The Jefferson Street Pocket Park.”

10. **RESOLUTIONS:**

#068 Mims Resolution Approving The Application For Grant Funds From The State Of Louisiana Division Of Administration, Office Of Community Development, Specifically The Community Water Enrichment Fund Program 2010-2011 For Installation Of Water System Improvements

#069 Morrow Resolution Authorizing The Mayor To Enter Into A Property Management Agreement For The Redevelopment Of The Texas And Pacific Depot

11. **ANNOUNCEMENTS:**

12. **ADJOURNMENT**

NOTICE TO THE PUBLIC

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk’s Office at (318) 352-2772 describing the assistance that is necessary.

If you wish to address the Council, please complete the “Request to Address City Council” form located on the entrance table.

PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA, REGULAR
MEETING HELD ON
MONDAY, JULY 11, 2011, AT SEVEN O'CLOCK, (7:00) P.M.

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, July 11, 2011, at 7:00 p.m.

There were present:

Councilmen Jack McCain, Dale Nielsen, Don Mims, Jr., Larry Payne
Councilwoman Sylvia Morrow

Absent: None

The Mayor asked everyone to rise for the Invocation given by Mr. Michael Braxton, Director of Public Works, followed by the Pledge of Allegiance lead by Councilman-At-Large Don Mims.

The Mayor then called for the reading of the Minutes. Mr. McCain made a motion to dispense with the Reading of the Minutes and approve the minutes. Ms. Morrow seconded the motion and the roll call vote was as follows:

AYES:	McCain, Morrow, Payne, Nielsen, Mims
NAYES:	None
ABSENT:	None

The Mayor then gave special recognition to Trecey Rew, the 2011 NCAA women's discus champion. Trecey became the third NCAA champion representing NSU track and field, as well as the 14th Academic All-American scholar athlete in NSU history. Ms. Rew graduated summa cum laude and has maintained a 4.0 GPA through her first year of graduate school. She plans to train with ambitions of making the 2012 USA Olympic Team. Ms. Rew accepted the plaque presented to her with gratitude and expressed her love for NSU and Natchitoches.

Mayor McCullen then presented Mike Heimerman with a plaque acknowledging his award as 2011 Louisiana women's collegiate track and field coach of the year as voted by the Louisiana Sports Writers Association. Coach Heimerman lead the Lady Demons track and field team to their greatest season as well as finishing an all-time best of second in the Southland Conference at the 2011 Outdoor Championships in May. Mr. Heimerman accepted the award and thanked the Mayor and council.

The following Resolution was Introduced by Mr. Nielsen and Seconded by Mr. Payne as follows, to-wit:

RESOLUTION NO. 070 OF 2011

**A RESOLUTION AUTHORIZING THE MAYOR
TO ADVERTISE FOR BIDS FOR LIQUID CHLORINE
FOR THE WATER TREATMENT PLANT**

(BID NO. 0517)

WHEREAS, the City wishes to advertise for Public Bids for Liquid Chlorine for the Water Treatment Plant (Bid No. 0517).

WHEREAS, sealed bid proposals will be received until 4:00 P.M. on August 8, 2011 at the office of Edd Lee, Director of Purchasing, 1400 Sabine Street, Natchitoches, Louisiana 71457; and

WHEREAS, bids will be publically opened and read aloud at the regularly scheduled City Council meeting on August 8, 2011 at 7:00 p.m.; and

WHEREAS, upon receipt of proposals the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Sylvia Morrow, Councilwoman; and Bryan Wimberly, Director of Utilities are to review and make a recommendation of the bids received; and

WHEREAS, upon recommendation by the committee, the bid will be awarded at the regular City Council meeting to be held on Monday, August 22, 2011.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Mayor Wayne McCullen be and is hereby authorized, empowered and directed to order the publication of the above bid.

BE IT FURTHER RESOLVED that the above bids will be opened at a regularly scheduled meeting of the City Council on August 8, 2011 and awarded at the City Council meeting on Monday, August 22, 2011.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Nielsen, Payne, Mims, McCain, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, the Mayor, Wayne McCullen, declared the Resolution passed by a vote of 5 ayes to 0 nays, this the 11th day of July, 2011.


MAYOR WAYNE McCULLEN

BID INVITATION

DATE: July 11, 2011

FROM: City of Natchitoches
Purchasing Department
1400 Sabine Street
Natchitoches, LA 71457

BID NO. 0517

BID TITLE: Liquid Chlorine – Water Treatment Plant

SEALED BID PROPOSALS WILL BE
RECEIVED UNTIL 4PM,

August 8, 2011

AT THE OFFICE OF EDD LEE,
DIRECTOR OF PURCHASING, 1400
SABINE STREET, NATCHITOCHES, LA
71457.

FOR ADDITIONAL INFORMATION
CONTACT THE FOLLOWING:

Edd Lee
DIRECTOR OF PURCHASING
(318) 357-3824

INSTRUCTIONS TO BIDDERS

1. Sealed bid proposals **must** be received on the Bid Proposal Form, Page #3 or attachments thereto prior to opening date and time to be considered. **Please Note: Bids must be submitted on the supplied forms or attachments to be considered.** Late proposals will be returned unopened, bids will be opened during the City Council meeting which begins at 7 PM.
2. Bids shall be plainly marked as to the bid number, name of the bid, and bid opening date on the outside of the envelope **contained in this package for this purpose.** This supplied envelope will be completely sealed and mailed or delivered to the Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457.
3. Any submitted article deviating from the specifications **must** be identified and have full descriptive data accompanying same, failure to provide the appropriate information **shall** be just cause for rejection of the bid. Deviations **must** be submitted on separate sheet or sheets.
4. All work and supplies are to be quoted FOB Natchitoches and delivered to the **Water Treatment Plant, 115 Mill St., Natchitoches, LA 71457, Monday thru Friday, 7:00 AM to 3PM only.**
5. The City of Natchitoches reserves the right to reject any and all bids, requires submitted bids remain in force for a period of sixty (60) days after opening or until award is made, which ever comes first.
6. Prices quoted shall include all transportation and delivery costs.
7. The Purchasing Department assumes responsibility for the correctness and clarity of the bid, and all information and/or questions pertaining to this bid shall be directed to the Director of Purchasing.
8. The conditions and terms of this bid will be considered when evaluating for award.
9. The City of Natchitoches is exempt from all state taxes.
10. Contact is to be made directly to the control room of the treatment plant prior to delivery, this area is in a controlled arena. Direct phone access: 318-357-3888 to schedule a date and time for delivery.

BID PROPOSAL

PLEASE MARK YOUR SEALED BID ENVELOPE: BID NO. **0517**

DESCRIPTION	QUANTITY	PRICE
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Liquid Chlorine	(75) Tons (approx)	
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ALL ITEMS LISTED IN THIS BID WILL BE DELIVERED TO:
CITY OF NATCHITOCHE, WATER TREATMENT PLANT, 115 MILL ST.,
NATCHITOCHE, LA 71457

BIDDER MUST COMPLETE THE FOLLOWING

PRICES HELD FIRM FOR DURATION OF CONTRACT: YES NO
PRICES HELD FIRM FOR A PERIOD OF: CALENDER DAYS
BID ACCEPTANCE PERIOD OF: CALENDER DAYS
DISCOUNT TERMS: PER CENT (%)
DELIVERY WILL BE COMPLETED WITHIN: CALENDER DAYS AFTER
RECEIPT OF CONTRACT, ORDER OR OTHER FORM AS NOTICE OF AWARD.

THE UNDERSIGNED BIDDER DECLARES THAT HE HAS SPECIFIC AND LEGAL
AUTHORIZATION TO OBLIGATE HIMSELF AND /OR HIS FIRM TO THE TERMS
OF THIS BID AND FURTHER THAT HE HAS EXAMINED THE INVITATION TO
BID, THE INSTRUCTIONS TO BIDDERS AND THE SPECIFICATIONS AND
HEREBY PROMISES AND AGREES THAT IF THIS BID IS ACCEPTED HE WILL
FAITHFULLY FULFILL THE TERMS OF THIS BID TOGETHER WITH ALL
GUARANTEES AND WARRENTIES RELATING THERETO. ANY AND ALL
EXCEPTIONS HAVE BEEN NOTED WITHIN.

_____	_____
BIDDER	MAILING ADDRESS
_____	_____
SIGNATURE	CITY STATE/ZIP
_____	_____
TYPE/PRINT NAME	DATE
_____	_____
TELEPHONE	TITLE

The following Resolution was Introduced by Mr. Payne and Seconded by Mr. Nielsen as follows, to-wit:

RESOLUTION NO. 071 OF 2011

**A RESOLUTION AUTHORIZING THE MAYOR
TO ADVERTISE FOR BIDS FOR BULK HYDRATED
LIME FOR THE WATER TREATMENT PLANT**

(BID NO. 0518)

WHEREAS, the City wishes to advertise for Public Bids for Bulk Hydrated Lime for the Water Treatment Plant (Bid No. 0518).

WHEREAS, sealed bid proposals will be received until 4:00 P.M. on August 8, 2011 at the office of Edd Lee, Director of Purchasing, 1400 Sabine Street, Natchitoches, Louisiana 71457; and

WHEREAS, bids will be publically opened and read aloud at the regularly scheduled City Council meeting on August 8, 2011 at 7:00 p.m.; and

WHEREAS, upon receipt of proposals the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Sylvia Morrow, Councilwoman; and Bryan Wimberly, Director of Utilities are to review and make a recommendation of the bids received; and

WHEREAS, upon recommendation by the committee, the bid will be awarded at the regular City Council meeting to be held on Monday, August 22, 2011.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Mayor Wayne McCullen be and is hereby authorized, empowered and directed to order the publication of the above bid.

BE IT FURTHER RESOLVED that the above bids will be opened at a regularly scheduled meeting of the City Council on August 8, 2011 and awarded at the City Council meeting on Monday, August 22, 2011.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, McCain, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Wayne McCullen declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 11th day of July, 2011.


WAYNE McCULLEN, MAYOR

BID INVITATION

DATE: July 11, 2011

FROM: City of Natchitoches
Purchasing Department
1400 Sabine Street
Natchitoches, LA 71457

BID NO. 0518

BID TITLE: Bulk Hydrated Lime – Water Treatment Plant

SEALED BID PROPOSALS WILL BE
RECEIVED UNTIL 4PM,

August 8, 2011

AT THE OFFICE OF EDD LEE,
DIRECTOR OF PURCHASING, 1400
SABINE STREET, NATCHITOCHES, LA
71457.

FOR ADDITIONAL INFORMATION
CONTACT THE FOLLOWING:

Edd Lee
DIRECTOR OF PURCHASING
(318) 357-3824

INSTRUCTIONS TO BIDDERS

1. Sealed bid proposals **must** be received on the Bid Proposal Form, Page #3 or attachments thereto prior to opening date and time to be considered. **Please Note: Bids must be submitted on the supplied forms or attachments to be considered.** Late proposals will be returned unopened, bids will be opened during the City Council meeting which begins at 7 PM.
2. Bids shall be plainly marked as to the bid number, name of the bid, and bid opening date on the outside of the envelope **contained in this package for this purpose.** This supplied envelope will be completely sealed and mailed or delivered to the Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457.
3. Any submitted article deviating from the specifications **must** be identified and have full descriptive data accompanying same, failure to provide the appropriate information **shall** be just cause for rejection of the bid. Deviations **must** be submitted on separate sheet or sheets.
4. All work and supplies are to be quoted FOB Natchitoches and delivered to the **Water Treatment Plant, 115 Mill St., Natchitoches, LA 71457, Monday thru Friday, 7:00 AM to 3PM only.**
5. The City of Natchitoches reserves the right to reject any and all bids, requires submitted bids remain in force for a period of sixty (60) days after opening or until award is made, whichever comes first.
6. Prices quoted shall include all transportation and delivery costs.
7. The Purchasing Department assumes responsibility for the correctness and clarity of the bid, and all information and/or questions pertaining to this bid *shall be directed to the Director of Purchasing.*
8. The conditions and terms of this bid will be considered when evaluating for award.
9. The City of Natchitoches is exempt from all state taxes.
10. Contact is to be made directly to the control room of the treatment plant prior to delivery, this area is in a controlled arena. Direct phone access: 318-357-3888 to schedule a date and time for delivery.

BID PROPOSAL

PLEASE MARK YOUR SEALED BID ENVELOPE: BID NO. **0518**

DESCRIPTION	QUANTITY	PRICE PER TON
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Bulk Hydrated Lime	(125) Tons (approx)	_____
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ALL ITEMS LISTED IN THIS BID WILL BE DELIVERED TO:
CITY OF NATCHITOCHE, WATER TREATMENT PLANT, 115 MILL ST.,
NATCHITOCHE, LA 71457.

BIDDER MUST COMPLETE THE FOLLOWING

PRICES HELD FIRM FOR DURATION OF CONTRACT: ____ YES ____ NO
PRICES HELD FIRM FOR A PERIOD OF: _____ CALENDER DAYS
BID ACCEPTANCE PERIOD OF: _____ CALENDER DAYS
DISCOUNT TERMS: _____ PER CENT (%)
DELIVERY WILL BE COMPLETED WITHIN: _____ CALENDER DAYS AFTER
RECEIPT OF CONTRACT, ORDER OR OTHER FORM AS NOTICE OF AWARD.

THE UNDERSIGNED BIDDER DECLARES THAT HE HAS SPECIFIC AND LEGAL
AUTHORIZATION TO OBLIGATE HIMSELF AND /OR HIS FIRM TO THE TERMS
OF THIS BID AND FURTHER THAT HE HAS EXAMINED THE INVITATION TO
BID, THE INSTRUCTIONS TO BIDDERS AND THE SPECIFICATIONS AND
HEREBY PROMISES AND AGREES THAT IF THIS BID IS ACCEPTED HE WILL
FAITHFULLY FULFILL THE TERMS OF THIS BID TOGETHER WITH ALL
GUARANTEES AND WARRENTIES RELATING THERETO. ANY AND ALL
EXCEPTIONS HAVE BEEN NOTED WITHIN.

_____ BIDDER	_____ MAILING ADDRESS
_____ SIGNATURE	_____ CITY STATE/ZIP
_____ TYPE/PRINT NAME	_____ DATE
_____ TELEPHONE	_____ TITLE

The following Resolution was Introduced by Mr. Mims and Seconded by Mr. Nielsen as follows, to-wit:

RESOLUTION NO. 072 OF 2011

**A RESOLUTION AUTHORIZING THE MAYOR TO OPEN THE
BIDS FOR THE PURCHASE OF A 65 Kv DEAD TANK SF6 GAS
CIRCUIT BREAKER FOR CLECO/ST. MAURICE SUBSTATION TIE**

(BID NO. 0515)

WHEREAS, by Resolution No. 050 of 2011 the Mayor was authorized to advertise for bids for the purchase of a 65 Kv Dead Tank SF6 Gas Circuit Breaker for Cleco/St. Maurice Substation Tie (Bid No. 0515); and

WHEREAS, this bid was advertised in the *Natchitoches Times* on June 17, 24 and July 8, 2011 in accordance with law; and

WHEREAS, the City wishes to open the bids for the purchase of a 65 Kv Dead Tank SF6 Gas Circuit Breaker for CLECO/St. Maurice Substation Tie (Bid No. 0515) in accordance with law; and

WHEREAS, the following committee members were appointed to review the bids received and make a recommendation: Pat Jones, Edd Lee, Don Mims, Bryan Wimberly

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Mayor Wayne McCullen be and is hereby authorized, empowered and directed to open the bids for the purchase of a 65 Kv Dead Tank SF6 Gas Circuit Breaker for CLECO/St. Maurice Substation Tie (Bid No. 0515).

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Mims, Nielsen, McCain, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Wayne McCullen declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 11th day of July, 2011.


WAYNE McCULLEN, MAYOR

Mr. McCain opened the bids for the purchase of a 69 Kv dead tank SF6 gas circuit breaker for the Cleco/St. Maurice substation tie, bid 0515, as follows:

- | | | |
|----|--|----------|
| 1) | Westco
Little Rock, Arkansas | \$54,260 |
| 2) | Deloney Electrical
Mandeville, Louisiana | \$43,090 |
| 3) | Irby Electrical Distributor
Shreveport, Louisiana | \$41,160 |

A committee was appointed to evaluate the bids and report back at the next Council meeting consisting of:

Mr. Pat Jones, Director of Finance
Mr. Edd Lee, Director of Purchasing
Councilman Don Mims
Bryan Wimberly

ORDINANCE NO. 040 OF 2011

**AN ORDINANCE AMENDING ORDINANCE NO. 64 OF 2001 BY CHANGING
ZONING CLASSIFICATION OF PROPERTY DESCRIBED AS FOLLOWS:**

**LOT "A-1" HAVING A FRONT OF 116.2 FEET ON WEST SIDE OF
WILLIAMS AVENUE, NORTH BY T. L. MILLER, SOUTH BY HARPER,
WEST BY CANE RIVER LAKE BEING SHOWN ON MAP SLIDE 366-B,
FROM R-1 TO R-1 SPECIAL EXCEPTION TO OPERATE A BED & BREAKFAST**

(330 WILLIAMS AVENUE, GERALD M. & MARY L. GREGOREK)

WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of July 5, 2011 that the application of Gerald M. and Mary L. Gregorek to rezone the property described above from **R-1** to **R-1 SPECIAL EXCEPTION** to operate a bed and breakfast (330 Williams Avenue), be **APPROVED**.

The following Ordinance was Introduced by Mr. McCain and Seconded by Mr. Mims as follows, to-wit:

ORDINANCE NO. 029 OF 2011

AN ORDINANCE, UPON THE RECOMMENDATIONS OF THE PURCHASING DEPARTMENT AND THE AIRPORT COMMISSION, THAT THE CITY COUNCIL OF THE CITY OF NATCHITOCHES RECALL AND ANNUL ORDINANCE NUMBER 11 OF 2011, AND AUTHORIZE A LEASE OF THAT AREA UNDER FENCE AT THE NATCHITOCHES REGIONAL AIRPORT FOR HAY OPERATIONS WITH JAMES R. STACY, AND AUTHORIZING THE MAYOR, WAYNE McCULLEN, TO EXECUTE SAID LEASE ON BEHALF OF THE CITY OF NATCHITOCHES, AND TO PROVIDE FOR ADVERTISING.

WHEREAS in response to a request for proposals issued with regard to a hayfield lease at the Natchitoches Regional Airport, the City of Natchitoches received three proposals; and

WHEREAS FURTHER, the Purchasing Department reviewed the responses and determined that the best price to the City was contained in the proposal submitted by Glenn Byles; and

WHEREAS FURTHER, by Ordinance Number 11 Of 2011, the City Council of the City of Natchitoches authorized a lease with Glenn Byles; however, despite numerous contacts Mr. Byles has failed to execute the lease agreement with the City of Natchitoches and has been non-responsive to requests to perform under the proposed lease; and

WHEREAS FURTHER, the second best price submitted to the City of Natchitoches in response to the request for proposals was made by James R. Stacy, and the Purchasing Department and the Airport Commission now recommend to the City Council that the lease be awarded to Mr. Stacy; and

WHEREAS FURTHER, Mr. Stacy has conducted hay field operations for the City of Natchitoches in the past and Mr. Stacy has satisfactorily fulfilled his obligations under leases in the past; and

WHEREAS FURTHER, the Purchasing Department has recommended to the City Council of the City of Natchitoches that Ordinance Number 11 of 2011 be recalled and annulled and that James R. Stacy be awarded the lease based upon his response, and that the attached lease agreement be approved; and

WHEREAS FURTHER, a lease has been prepared setting forth the term, conditions, and consideration for the proposed hay field lease;

WHEREAS FURTHER, under the provisions of Louisiana R. S. 33:4712, any property owned by the City can be leased to any person after due advertisement and compliance with the law;

WHEREAS FURTHER, the City Council is of the opinion that the hay field rights are not needed by the City for any public purpose, but are a potential source of revenue if leased;

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, in legal session convened, that the recommendations of the Purchasing Department are hereby approved; and

BE IT FURTHER ORDAINED that Wayne McCullen, Mayor of the City of Natchitoches, be and he is hereby authorized and empowered to enter into a lease agreement with James R. Stacy, for hay field operations, all in substantial compliance with the lease agreement, a copy of which is attached hereto and approved by the Director of Purchasing.

BE IT FURTHER ORDAINED That notice of this proposed ordinance be published three (3) times in fifteen (15) days, one (1) week apart, in the Natchitoches Times, the legal journal for the City, and that ordinance be posted in the City Hall.

BE IT FURTHER ORDAINED that any opposition to this ordinance shall be made in writing, filed with the Clerk for the City of Natchitoches within fifteen (15) days after the first publication of this ordinance, and that a public hearing be held after the advertisements have been completed.

BE IT FURTHER ORDAINED that the City Clerk be authorized to advertise this proposed lease in accordance with law, i.e., three times in fifteen days, one week apart and to report to the City Council if any opposition is made in writing prior to the time of final adoption.

BE IT FURTHER ORDAINED that the City takes cognizance of the fact that the rights to the property described above is not needed for public purposes by the City.

Said Ordinance having been introduced on the 13th day of June, 2011, notice of public hearing having been held, the title having been read and the Ordinance considered, published in *The Natchitoches Times* on June 17, 24 and July 1, 2011 and on motion by Mr. McCain and Seconded by Mr. Mims, to adopt the Ordinance, a record vote was taken and the following result was had:

YEAS:	McCain, Mims, Morrow, Payne, Nielsen
NAYS:	None
ABSENT:	None
ABSTAIN:	None

WHEREUPON, the presiding officer declared the above Ordinance duly **PASSED** on the 11th day of July, 2011.


WAYNE McCULLEN, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 12th day of July, 2011 at 10:00 A.M.

**STATE OF LOUISIANA
PARISH OF NATCHITOCHEs**

HAY LEASE

BE IT KNOWN that on the dates and at the places hereinafter indicated, before me the undersigned Notary Public and subscribing witnesses personally came and appeared:

THE CITY OF NATCHITOCHEs, a Louisiana municipal corporation organized and operating under a Home Rule Charter, represented herein by Wayne McCullen, Mayor, duly authorized to sign act herein by Ordinance No. 029 of 2011, a copy of which is attached hereto and made a part hereof (hereinafter called "**CITY**" or "**LESSOR**";

and

James R. Stacy, a resident of Natchitoches Parish, with mailing address of 2738 Highway 494, Natchitoches, Louisiana 71457 (sometimes hereinafter referred to as "**LESSEE**" or "**STACY**")

All of whom declared as follows, to-wit:

The **LESSOR** does hereby lease and let unto the **LESSEE** and the **LESSEE** does hereby lease from the **LESSOR**, for hayfield operations only, the property inside the security fence at Natchitoches Regional Airport.

TERM

The term of this lease shall be from April 1, 2011, through December 31, 2012, with the option of extending the lease for one additional year (2012) assuming all terms for the 2011 are successfully met.

RENTAL

The rental for the leased premises shall be based on the number of hay bales produced on the leased premises under the following schedule:

\$4.50 per 5' X 5', round bale.

The above amounts are to be paid per round hay bale produced. For the purposes of the lease, a round hay bale will be defined as a 5' X 5' bale. Payments will be made to the City of Natchitoches no later than thirty (30) days after each cutting.

USE OF PREMISES

LESSOR and **LESSEE** agree that the **LESSEE** shall have the right to use and occupy the premises for hay rights only and the **LESSEE** is to use the premises for no other agricultural purpose or any other purpose, whatsoever.

It is understood and agreed that the **LESSEE** will use the premises for hay purposes and will utilize the land in an husbandman like manner and will not violate any laws or regulation regarding the handling, storage, or disposal of hazardous waste or materials and will be solely responsible for any violations of State or Federal law regarding same if **LESSEE** has caused the circumstances leading to the said violations. **LESSEE** agrees to indemnify and hold the **LESSOR** harmless from any such violations. **LESSEE** further agrees that he will not use the property for any purpose that would violate EPA or DEQ rules or regulations.

The **LESSEE** agrees to remove all hay bales from the airport by December 31, 2011.

The property must be returned to the **LESSOR** in the same good condition that it is received, properly cut and trimmed, at the end of the term of the lease.

The **LESSEE** acknowledges and understands that the premises are used as a regional airport facility and that there are safety issues and regulations associated with the regional airport facility. If in the opinion of the Airport Director the height of the vegetation is such that it constitutes a safety issue, the Airport Director will notify the **LESSEE** in writing. If the **LESSEE** fails to cut the premises within 48 hours from the date of the notice the **LESSOR** reserves the right to cut the premises, and the **LESSEE** waives any claim for loss of income.

WARRANTY

LESSOR warrants that it has the right to lease the property covered by this agreement and will defend **LESSEE'S** possession against any and all persons whomsoever. **LESSEE** binds and obligates himself to notify **LESSOR** immediately of any adverse possession of the leased premises, or of any adverse claim which may be asserted with respect to it.

SUBLETTING

LESSEE shall not sublet or assign the leased premises without the express written consent of the **LESSOR**.

INDEMNITY

LESSOR will not be responsible for the loss or damage to **LESSEE'S** personal property, due to fire, theft, or other mishap. **LESSEE** shall protect and save **LESSOR** harmless from any claims or injuries to property or persons resulting from accidents or other occurrences on the leased premises; such liability being specifically assumed by **LESSEE**.

LESSEE agrees and hereby covenants to assume all liability for his farming operations and **LESSEE** further assumes all responsibility for the condition of the premises as provided in Louisiana R. S. 9:3221.

LESSEE agrees to carry his own liability insurance on the property and agrees to furnish a copy of said insurance policy to the **LESSOR**.

FURTHER CONDITIONS OF THE LEASE

1) The **LESSEE** and all of the **LESSEE's** personnel shall meet with the Airport Manager prior to working on the first day of the hay lease for a brief training session to discuss airport rules and safety concerns. All new personnel, prior to working on the airport premises for the first time shall also meet with the Airport Manager for a brief training session.

2) The **LESSEE** must check in at terminal when working on airport grounds so that a Notam can be issued as a safety precaution for aircraft using the airport.

3) No equipment shall be allowed on either runway at any time.

4) All equipment left on the airport premises overnight shall park at the dead end road by the T-Hangers. This location will be shown to you as part of your training session.

5) All equipment shall give right of way to all aircraft.

6) This lease will be subject to the restrictions that all baled hay within 250 feet of the runways and taxiways must be removed before dark and stored by the fence or taken off the airport premises. Hay may be stored along the fence line, but must be removed at the end of the year before new hay field operations for the following year begin.

7) No bales of hay are permitted to be placed on the ground at either the approach or departure ends of any runway at any time.

8) The **LESSEE** will be responsible for any damage to Nav-Aids or repairs such as signs, runway lights, etc...

9) The City of Natchitoches and the Airport Commission reserve the right to impose reasonable requirements upon the lessee to provide for the general health, safety, and welfare of the users of the airport or to comply with any Federal Aviation Administration (FAA) or Department of Transportation and Development (DOTD) Regulations.

10) Bales of hay must be counted and reported to the Airport Manager prior to removing the hay from the premises.

11) Damaged bales of hay must be removed by the **LESSEE**.

12) All moving equipment must have flashing caution lights working at all times or have an FAA approved safety flag on all equipment.

13) The **LESSOR** shall have the authority to terminate this lease immediately if the **LESSEE** violates any FAA or DOTD regulations or if the **LESSOR** is requested or required by the FAA or DOTD to terminate the lease.

14) This lease shall be subordinate to the provisions of any existing or future agreement between the City of Natchitoches and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport, and during the time of war and national emergency, the City of Natchitoches shall have the right to lease any part of said airport to the United States Government if requested to do so.

15) The **LESSOR** will pay all ad valorem taxes on the leased premises.

16) This lease shall inure to the benefit of and be binding upon the **LESSOR**, its respective executors, administrators, successors and assigns. This lease shall also inure to the benefit of the heirs of the **LESSEE**.

NOTICES

All notices to either **LESSEE** or **LESSOR** shall be addressed to the addresses set forth in the appearance clauses above, unless notified otherwise in writing.

RENTAL PAYMENTS

All rental payments shall be made payable to the City of Natchitoches, Louisiana, in care of the Airport Manager at the Natchitoches Regional Airport Terminal Building.

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

THUS DONE AND PASSED before me, the undersigned Notary Public and subscribing witnesses on this the 12 day of July, 2011, at Natchitoches, Louisiana.

WITNESSES:

Stacy M. McQuary

EW R Lee

CITY OF NATCHITOCHES

Lessor

By: Wayne McCullen
WAYNE McCULLEN, Mayor

Carol S. Steedman
NOTARY PUBLIC #15781

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

THUS DONE AND PASSED before me, the undersigned Notary Public and subscribing witnesses on this the 22nd day of July, 2011, at Natchitoches, Louisiana.

WITNESSES:

Regina R. Walker

Lisa L. Buntin

J R Stacy
JAMES R. STACY, Lessee

EW R Lee Edd R. Lee
NOTARY PUBLIC
ID #15749

The following Ordinance was Introduced by Mr. Nielsen and Seconded by Ms. Morrow as follows, to-wit:

ORDINANCE NUMBER 034 OF 2011

ORDINANCE AUTHORIZING THE CITY TO LEASE A TRACT OF LAND TOGETHER WITH IMPROVEMENTS LOCATED ON THE EAST SIDE OF FRONT STREET TO THE NATCHITOCHES PARISH TOURIST COMMISSION, SETTING THE TERMS AND CONDITIONS OF SAME, AND AUTHORIZING THE EXECUTION OF THE LEASE BY THE MAYOR, WAYNE MCCULLEN, AFTER DUE COMPLIANCE WITH THE LAW, AND FURTHER PROVIDING FOR ADVERTISING OF THE LEASE AND AN EFFECTIVE DATE

WHEREAS, the City of Natchitoches (City) owns the area between Front Street and Cane River Lake, which includes a building located at the North end of Front Street which is currently occupied by the Natchitoches Parish Tourist Commission; and

WHEREAS FURTHER, the City desires to enter into a new lease with the Natchitoches Parish Tourist Commission, (sometimes hereinafter "Commission") for the lease of the property more fully described as follows, to-wit:

That certain tract of ground, situated on the East right of way of Front Street, in the City and Parish of Natchitoches, Louisiana, bearing municipal address of 781 Front Street, and being the building currently occupied by the Natchitoches Parish Tourist Commission, located at the North end of Front Street and South of the traffic circle.

; and

WHEREAS FURTHER, the City and Commission have negotiated the lease of office building under the terms more fully set forth in the attached lease; and

WHEREAS FURTHER, the lease shall have a one year term with five one-year options to extend the lease, and either party shall have the right to cancel the lease with sixty days notice; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that the office building is surplus property and does hereby declare and find that the subject office building located at 781 Front Street, to be surplus property; and

WHEREAS FURTHER, the City desires to lease the subject warehouse described above to Commission, under the terms set forth above and more particularly set forth in the lease attached hereto; and.

WHEREAS FURTHER, under the provisions of Louisiana R. S. 33:4712, any property owned by the City can be leased to any person after due advertisement and compliance with the law; and

NOW THEREFORE, BE IT ORDAINED by the City Council in legal session convened as follows:

(1) That after due proceedings and advertisement, the said City does lease the office building located at 781 Front Street to Commission for the term of one year, with an option to renew for five additional one year terms on the same terms and conditions, all as more fully described in the attached lease.

(2) That notice of this proposed ordinance be published three (3) times in fifteen (15) days, one (1) week apart, in the Natchitoches Times, the legal journal for the City, and that ordinance be posted in the City Hall.

(3) That any opposition to this ordinance shall be made in writing, filed with the Clerk for the City of Natchitoches within fifteen (15) days after the first publication of this ordinance, and that a public hearing be held after the advertisements have been completed.

(4) That the Mayor, Wayne McCullen, be and he is hereby authorized, after due proceedings had, and after the legal delays have run, to execute a lease in favor of Commission, leasing the office building located at 781 Front Street for the term of one year, with options to renew for five additional one year terms, under the same terms and conditions.

(5) That the City Clerk be authorized to advertise this proposed lease in accordance with law, i.e., three times in fifteen days, one week apart and to report to the City Council if any opposition is made in writing prior to the time of final adoption.

(6) That the City declares that the office building located at 781 Front Street, to be surplus property not needed for public purposes by the City.

This Ordinance was introduced on the 13th day of June, 2011.

The above Ordinance having been duly advertised in accordance with law and a public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Nielsen, Morrow, Payne, Mims, McCain
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, the Mayor declared the Ordinance **PASSED** this 11th day of July, 2011 by a vote of 5 ayes to 0 nays.


WAYNE McCULLEN, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 12th day of July, 2011 at 10:00 A.M.

STATE OF LOUISIANA
PARISH OF NATCHITOCHES

LEASE AGREEMENT

BE IT KNOWN, that on this the 1st day of July, 2011, before me,
the undersigned witnesses and Notary Public, personally came and appeared:

CITY OF NATCHITOCHES, LOUISIANA, a municipal corporation, represented herein by Mayor Wayne McCullen pursuant to Ordinance Number 034 of 2011, with mailing address of Post Office Box 37, Natchitoches, Louisiana, 71458 (hereinafter called "**CITY**" or "**LESSOR**")

AND

NATCHITOCHES PARISH TOURIST COMMISSION, with mailing address of 781 Front Street, Natchitoches, Louisiana 71457, and represented herein by Iris Harper, duly authorized to act herein by Resolution of the Board of Directors, a copy of which is attached, (hereinafter called "**Tourist or LESSEE**")

who declare that the hereinafter described property will be used for the Natchitoches parish Tourism Commission office, and who further declare that they have and do by these presents enter into the following agreement of lease:

I.

LESSOR does hereby lease, and rent unto the **LESSEE**, the following described property, to-wit:

That certain tract of ground, situated on the East right of way of Front Street, in the City and Parish of Natchitoches, Louisiana, bearing municipal address of 781 Front Street, and being the building currently occupied by the Natchitoches Parish Tourist Commission, located at the North end of Front Street and South of the traffic circle.

II.

2.1 The term of this lease is for a period of one year, commencing on the 1st day of July 2011, and continuing until the 30th day of June, 2012.

2.2 The rental for this lease shall be \$12.00 per square foot or \$18,528.00 per year, payable in monthly installments of \$1,544.00, in advance.

III.

3.1 The **LESSEE** shall use the premises for use as office space and associated uses only, and **LESSEE** specifically agrees not to carry on any activities on the property which are

unlawful or in violation of any zoning ordinance, or any other laws, nor for any purpose that tends to injure or depreciate the property or create a nuisance.

3.2 The **LESSOR** gives no warranty as to the condition of the premises, and the **LESSEE** agrees to accept the premises in their current condition having occupied and inspected same. The **LESSEE** agrees to keep the premises in good condition during the term of the lease at its expense and to return them to **LESSOR** in the same condition at the termination of the lease, normal decay, wear and tear excepted. The premises shall be returned, broom-swept clean, with no debris or trash left in the house or on the property grounds.

3.3 Although the **LESSEE** shall have the primary responsibility to repair and maintain the premises, including the mechanical works (heating, cooling, electrical, plumbing, etc.), the **LESSOR** shall have the right to enter the premises and make such repairs as they deem necessary if the **LESSEE** neglects or refuses to make them. The **LESSEE** agrees to reimburse the **LESSOR** for such repairs when called upon to do so.

3.4 **LESSEE** agrees to obtain the consent of the **LESSOR** prior to making any improvements on the premises. Any improvements made shall be the property of the **LESSOR** at the termination of the lease. The **LESSEE** and **LESSOR** understand and agree that the **LESSOR** will repair the existing fence so that the **LESSEE** may control access.

3.5 The **LESSEE** agrees that the **LESSOR** will have access to the building and premises for the purpose of inspection at reasonable times and intervals.

3.6 The **LESSEE** will be responsible for all utility services on the premises, at its expense.

IV.

4.1 The **LESSOR** shall carry fire and other casualty insurance on the premises, as it elects and at its expense. In the event of any loss by fire, windstorm or other casualty, **LESSOR**, at its option and its sole cost and expense, may repair or rebuild the building, or at its option cancel this lease.

4.2 The **LESSOR** will be responsible for all ad valorem taxes during the term of the lease.

4.3 The **LESSEE** will be responsible for repairs and maintenance of any kind to the premises, with the exception of roof repairs, or other structural repairs which will be the responsibility of the **LESSOR**.

V.

5.1 The **LESSOR** shall not be liable to the **LESSEE**, or to **LESSEE**'s employees, invitees, visitors, or other persons on the premises with or without the permission of the **LESSEE** for any damage to person or property caused by any act, omission or neglect of **LESSEE** or any person acting under their direction, either express or implied, and **LESSEE** agrees to hold the **LESSOR** and their insurance carrier harmless from all claims for any such damage, whether the injury or damage occurs on or off the leased premises. Additionally, **LESSEE** shall obtain, at its cost, and maintain in full force, a policy or policies of comprehensive general liability insurance with an insurance carrier satisfactory to the **LESSOR**, designating the **LESSOR**, as a co-insured on said policy, in a sum not less than \$1,000,000.00 per occurrence.

5.2 The **LESSEE** hereby assumes responsibility for the condition of the leased premises and the **LESSOR** shall not be liable for injury caused by any defect to the **LESSEE** or anyone on the premises who derives his right to be thereon from the **LESSEE**, or either of them, unless the **LESSORS** knew of or should have known of the defect or had received notice thereof and failed to remedy it within a reasonable time.

VI.

6.1 Failure to pay the monthly rental timely, failure to comply with any of the terms and conditions of this lease, shall be deemed a default of this lease, and if the default is not cured within fifteen (15) days after written demand by the **LESSOR** to **LESSEE**, the **LESSOR** may proceed to declare the lease in default and the entire amount of the rent for the year term shall be immediately due and collectible at the option of the **LESSOR**. If the **LESSOR** should declare the lease in default and accelerate the rent, then, in that event, the **LESSEE** shall be entitled to reduce the accelerated rent by the amount which the **LESSEE** has invested in improvements to the property. Any improvements claimed by the **LESSEE** must be proven with receipts therefore. The **LESSOR** reserves any and all rights that it might have under the law,

including the right to sue for immediate eviction, rents, damages, reimbursements, costs, and reasonable attorney fees incurred.

VII.

7.1 Any notices under this lease and option will be considered delivered, if hand delivered to any party, or if mailed by certified mail to the other party at the addresses given in the preamble to this lease, or such other address as may be later furnished by any party to the other.

VIII.

8.1 The **LESSEE** shall have the option to extend the lease for five additional terms of one year each, the first beginning July 1, 2011 and ending June 30, 2012, the second beginning July 1, 2012 and ending June 30, 2013, the third beginning July 1, 2013 and ending June 30, 2014 the fourth beginning July 1, 2014 and ending June 30, 2015, and the fifth July 1, 2015 and ending June 30, 2016. In the event that the Lessee desires to avail itself of this right of option, it shall notify the Lessor, in writing, of its intention to exercise the option, not later than thirty days prior to the beginning of the extension thereof.

IV.

9.1 Notwithstanding any other term to the contrary, either party shall have the right to terminate this lease with 60 days written notice to the other party.

THUS DONE AND PASSED in the presence of the undersigned Notary Public and subscribing witnesses on the day, month, and year first hereinabove written, at Natchitoches, Louisiana.

WITNESSES:

Patrick B. Jones
Lisa Borders

CITY OF NATCHITOCHES

By: Wayne McCullen
Mayor ~~Wayne~~ McCullen

Carl S. Steadman
NOTARY PUBLIC #15781

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

THUS DONE AND PASSED in the presence of the undersigned Notary Public and
subscribing witnesses on the day, month, and year first hereinabove written, at Natchitoches,
Louisiana.

WITNESSES:

NATCHITOCHES PARISH TOURIST
COMMISSION

Patrick B Jones
Risa Borders

BY: Chris Harper

Chad S. Steadman
NOTARY PUBLIC #15781

DELEGATION OF AUTHORITY

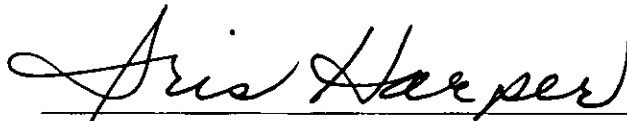
CITY OF NATCHITOCHES, LOUISIANA NATCHITOCHES PARISH TOURIST COMMISSION

The following Resolution as offered by Natchitoches Parish Tourist Commission Board member, John Puckett seconded by Natchitoches Tourist Commission Board member, Evelyn Stratton, with six (6) votes in favor and 0 opposed.

WHEREAS, the City of Natchitoches has executed a Lease Agreement for the property located at 781 Front Street in the City and Parish of Natchitoches, Louisiana, currently occupied by NPTC, and

WHEREAS, the City of Natchitoches has passed Ordinance Number 034 of 2011 to enter into a new lease with the NPTC in the amount of \$1,544 due on the first of each month, beginning July 1, 2011 with the option to extend the lease for five additional terms of one year each ending June 30, 2016, and

THEREFORE, BE IT RESOLVED, the Natchitoches Parish Tourist Commission Board hereby authorizes, Iris Harper, Executive Director with the Natchitoches Parish Tourist Commission authority to act on behalf of the Natchitoches Parish Tourist Commission.

A handwritten signature in cursive script that reads "Iris Harper". The signature is written in black ink and is positioned above a horizontal line.

Iris Harper
Executive Director
Natchitoches Parish Tourist Commission
July 20, 2011

The following Ordinance was Introduced by Ms. Morrow and Seconded by Mr. Nielsen as follows, to-wit:

ORDINANCE NUMBER 037 OF 2011

AN ORDINANCE TO AMEND AND REENACT SECTION 28-40, ENTITLED NUMBERS TO BE OF METAL; SIZES, WHICH SECTION IS LOCATED IN THE CHAPTER 28 OF THE CODE OF ORDINANCES, WHICH SAID CHAPTER DEALS WITH STREETS, SIDEWALKS AND PUBLIC PLACES, SAID AMENDMENT BEING MADE TO UPDATE THE CITY CODE OF ORDINANCES TO PROVIDE FOR HOUSE NUMBERING, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.

WHEREAS, Article III of Chapter 28 of the Code of Ordinance of the City of Natchitoches deals with house numbering; and

WHEREAS FURTHER, included in Article III of Chapter 28 of the Code of Ordinance is Section 28-40, which currently provides as follows, to-wit:

“Sec. 28-40. Numbers to be of metal; size.

The numbering required by this article shall be done with figures of uniform size, not less than two and one-half (21/2) inches high, and of metal.”

; and

WHEREAS FURTHER, the Chief of the Natchitoches Police Department has recommended changes in this Section that would encourage the numbering of houses; and

WHEREAS FURTHER, the Chief of Police, Micky Dove, has recommended that the City of Natchitoches amend and re-adopt Section 28-40 of the Code of Ordinances for the City of Natchitoches, Louisiana, in order to allow for non-metal numbering; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the proposed changes and agrees that the adoption is advisable and in the best interest of the City of Natchitoches and its citizens; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, Louisiana, desires to amend and reenact Section 28-40 of the Code of Ordinances of the City of Natchitoches, Louisiana, as approved by the Chief of Police of the City of Natchitoches; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, as follows:

SECTION 1. Section 28-40 of the Code of Ordinance of the City of Natchitoches is hereby amended and reenacted to read as follows:

“Section 28-40. Requirements for numbering.

The number assigned to each building pursuant to this article shall be displayed by the owner or occupant on the front of the building or in the front yard of the lot on which the building stands in numerals of such size not less than three inches in height and so located as to be clearly visible to persons passing by the premises on the abutting street. At no time shall the owner or occupant of the home allow the posted numbers be obscured by shrubbery, growth, trash, or otherwise.”

SECTION 2. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 3. If any portion of this Ordinance is declared to be invalid or unconstitutional in any manner, the invalidity shall be limited to that particular section or provision, and shall not affect the remaining portions of the ordinance, which shall remain valid and enforceable, it being the intention of the City Council that each separate provision shall be deemed independent of all other provisions herein.

SECTION 4. This Ordinance shall go into effect upon publication and in accordance with law.

Said Ordinance having been introduced on June 27, 2011, notice of public hearing having been held, the title having been read and the Ordinance considered, on motion by Ms. Morrow, and seconded by Mr. Nielsen, to adopt the Ordinance, a record vote was taken and the following result was had:

YEAS: Morrow, Nielsen, Mims, McCain, Payne
NAYS: None
ABSENT: None
ABSTAIN: None

THEREUPON, the Mayor declared the Ordinance **PASSED** this 11th day of July, 2011 by a vote of 5 ayes to 0 nays.


WAYNE McCULLEN, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 12th day of July, 2011 at 10:00 A.M.

Mr. McCain commented that the numbers have to be metal, is that my understanding? They could not be a plastic material or anything like that, correct?

Chief Mickey Dove explained that is one thing changed. We took out the metal requirement. They can be wood or whatever but it does not have to be metal. It is a size increase and it does have to be posted on the house or the curb.

Ms. Morrow stated when there were emergencies it was so difficult to find various places upon arrival no numbers and so that is one of the major reasons why.

The following Ordinance was Introduced by Mr. Payne and Seconded by Mr. Nielsen as follows, to-wit:

ORDINANCE NO. 039 OF 2011

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LOUISIANA, TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE CANE RIVER NATIONAL HERITAGE AREA, INC., WHEREBY THE CANE RIVER NATIONAL HERITAGE AREA, INC. WILL PROVIDE GRANT FUNDING FOR THE “STABILIZATION OF THE JEFFERSON STREET POCKET PARK.”

WHEREAS, the City of Natchitoches (sometimes hereinafter referred to as the “City”) is a Municipality located in the State of Louisiana, Parish of Natchitoches governed under a Home Rule Charter and a Code of Ordinances adopted by Ordinance No. 5 of 1977; and

WHEREAS FURTHER, the City of Natchitoches is specifically authorized under Section 1.06 of the Charter of the City of Natchitoches to provide for the general welfare, safety, health, peace and good order of the City, and further authorized under Section 1.07 of the Charter of the City of Natchitoches to enter into Joint Service Agreements or Cooperative Efforts with other governmental agencies; and

WHEREAS FURTHER, the Cane River National Heritage Area, Inc. (sometimes hereinafter referred to as “Heritage Area”) was established by Public Law 103-449 as a means by which the cultural heritage of the Cane River area may be recognized, preserved, promoted interpreted and made available for the benefit of the public; and

WHEREAS FURTHER, the Public Law 103-449, Sections 402c and 402d authorizes the Cane River National Heritage Area Commission (sometimes hereinafter referred to as “Commission”) to develop cooperative agreements with property owners, preservation groups, educational groups, the State of Louisiana, the City of Natchitoches, universities, tourism groups, other groups, public or private individuals or entities for research, historic preservation and education purposes; and

WHEREAS FURTHER, Cane River National Heritage Area, Inc., a Louisiana not for profit corporation, (sometimes hereinafter referred to as “Corporation”) has been created to

carry on the duties and activities of the Commission, and the transfer of responsibilities would occur during the term of the proposed Cooperative Endeavor Agreement; and

WHEREAS FURTHER, the Corporation is authorized to enter into a Cooperative Endeavor Agreements with the City of Natchitoches to provide grant funding in the amount of \$10,000; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Wayne McCullen is hereby authorized to execute the attached Cooperative Endeavor Agreement with the Cane River Heritage Area Commission and the Cane River Heritage Area, Inc., to provide grant funding in the amount of \$10,000 for "Stabilization of the Jefferson Street Pocket Park."

BE IT FURTHER ORDAINED that the terms of the Cooperative Endeavor Agreement, attached hereto, are approved and accepted by the City Council of the City of Natchitoches, Louisiana.

This Ordinance was introduced on the 27th day of June, 2011.

This Ordinance having been submitted on a roll call vote, the vote thereupon was as follows, to-wit:

AYES:	Payne, Nielsen, Mims, McCain, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, the Mayor declared the Ordinance **passed** this 11th day of July, 2011 by a vote of 5 ayes to 0 nays.


WAYNE McCULLEN, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 12th day of July, 2011 at 10:00 A.M.

**GENERAL COOPERATIVE AGREEMENT
BETWEEN
CANE RIVER NATIONAL HERITAGE AREA, INC.
AND
CITY OF NATCHITOCHES**

CA2011-05

ARTICLE I—AUTHORITY

WHEREAS Public Law 103-449 has established Cane River National Heritage Area (hereinafter known as The Heritage Area') as the means by which the cultural heritage of the region may be recognized, preserved, promoted, interpreted and made available for the benefit of the public; and

WHEREAS Public Law 103-449 (Section 401c) and the Cane River National Heritage Area Management Plan identify the heritage area as (1) an area 116,000 acres, stretching from Interstate 49 to the Red River; (2) those properties within the Natchitoches National Historic Landmark District which provide important educational and interpretive opportunities relating to Cane River's heritage and facilitate the preservation of important historic sites and structures; (3) the Los Adaes State Historic Site; (4) the Fort Jesup State Historic Site; and (5) the Fort St. Jean Baptiste State Historic Site; and

WHEREAS Public Law 103-449 (Sections 402c and 402d) authorizes The Heritage Area to develop cooperative agreements with property owners, preservation groups, educational groups, the State of Louisiana, the City of Natchitoches, universities, tourism groups, other groups, public and private individuals or entities for research, historic preservation and education purposes; and

WHEREAS Public Law 103-449 (Sections 402c and 402d) authorizes The heritage Area to procure temporary and intermittent services in furtherance of the purposes of title III and IV of the legislation; and

WHEREAS Public Law 103-449, Section 402d authorizes The Heritage Area to make grants to assist in the preparation of studies that identify, preserve and plan for the management for the heritage area; assist others in developing educational, informational and interpretive programs and facilities; and

WHEREAS The Heritage Area recognizes the importance and the significance of the *City of Natchitoches, Office of Community & Economic Development* in the development of heritage tourism and/or the preservation of local, state and nationally significant properties or landscapes; and

WHEREAS The Heritage Area realizes that both parties would benefit from cooperation on endeavors that are mutually beneficial; and

THEREFORE, The Heritage Area and the *City of Natchitoches, Office of Community & Economic Development* (hereinafter known as the '*Cooperator*') enter into this general cooperative agreement as authorized under the authorities of Public Law 103-449 and the National Historic Preservation Act of 1966, as amended.

ARTICLE V - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this general cooperative agreement on this 20th day of June 2011.

WITNESSES:

Katherine Johnson
Katherine Johnson

Patricia Antley
Patricia Antley

CANE RIVER NATIONAL HERITAGE AREA INC.

Kathleen Byrd
Kathleen Byrd, Chair or
James L. Durham, Treasurer

Date

Cynthia Sutton
Cynthia Sutton, President

Date

CITY OF NATCHITOCHE, OFFICE OF COMMUNITY & ECONOMIC DEVELOPMENT

Wayne McCullen 7-12-11
Wayne McCullen, Mayor
Date



CANE RIVER

NATIONAL HERITAGE AREA

**COOPERATIVE AGREEMENT
BETWEEN
CANE RIVER NATIONAL HERITAGE AREA, INC.
AND
CITY OF NATCHITOCHES, OFFICE OF COMMUNITY & ECONOMIC DEVELOPMENT
CA2011-05 ADD-01**

ARTICLE I—BACKGROUND AND OBJECTIVES

The principal objective of this agreement, through the funded project, *Stabilization of the Jefferson Street Pocket Park* is to stabilize and develop the property at the corner of Jefferson Street and Keyser Avenue Bridge into a pocket park. The pocket park will be located within the National Historic Landmark District.

Stipulations include the completion of local, state, and federal compliance attached to implementation of this project through Heritage Area funds. There are no recommendations attached to the implementation of this project through Heritage Area funds.

Project activities are expected to result in the stabilization and development of the corner of Jefferson and Keyser Avenue Bridge. Specifically, the installation of a 2nd tier retainer wall and construction of a pocket park with landscaping, a patio area, water feature and seating.

ARTICLE II—AUTHORITY

Whereas Public Law 103-449 (Sections 402c and 402d) authorizes The Heritage Area to procure contracts and/or develop cooperative agreements with property owners, preservation groups, educational groups, the State of Louisiana, the City of Natchitoches, universities, tourism groups, other groups, public and private individuals or entities for research, historic preservation and education purposes; and

Whereas The Heritage Area realizes that both parties would benefit from specific cooperation on endeavors that are mutually beneficial; and

Therefore, The Heritage Area and the City of Natchitoches, Office of Community & Economic Development (herein after known as the *Recipient* enter into *Addendum 01 of Agreement Number CA2011-05*) as authorized under the authorities of Public Law 103-449 and the National Historic Preservation Act of 1966, as amended.

ARTICLE III—STATEMENT OF WORK

The Heritage Area agrees to:

- A. Make available to the recipient for reimbursement \$10,000 to facilitate the funded project;
- B. Provide technical training and strategic assistance through the resources available at Cane River Creole National Historical Park;

NOTE: Assistance is subject to the availability of personnel and may include training in such activities as interpretation, visitor services, advisement in curatorial procedures and architectural consultation.

- M. Meet standards as outlined in *The Secretary of the Interior's Standards for the Treatment of Historic Properties*, included here by reference at www.cr.nps.gov/linklaws.htm.
- N. Meet project standards as outlined in the *National Environmental Policy Act of 1969*, included by reference at <http://es.epa.gov/oeca/ofa/nepa.html>.
- O. Protect scenic and visual qualities of cultural landscapes located in Cane River National Heritage Area as outlined in its Executive Summary pg. 12-13. Potential adverse scenic and visual impacts include any current project work or work performed at least five years after the completion of this project that is not compatible with the character of the surrounding natural environment and obstructs significant views as seen from public viewing places including those cultural landscapes throughout Cane River National Heritage Area.

Both parties mutually agree to:

- A. Collaborate to the fullest extent possible on matters regarding the approved project subject to this agreement.
- B. Abide by the terms of **Executive Order No. 11246** on nondiscrimination, and agree not to discriminate against any person because of race, color, religion, sex, or national origin. Both parties will take affirmative action to ensure participants are invited without regard to their race, color, religion, age, sex, or national origin. Detailed information about its terms can be found at www.dol.gov/esa/ofccp/reg/compliance/fs11246.htm.
- C. Waive damage claims presented by either party.

ARTICLE IV – TERMS

This addendum to the general cooperative agreement will be for a period of one (1) year from the last signatory date, unless otherwise stated.

ARTICLE V – AWARD CONDITIONS

These conditions apply to addendums of cooperative agreements that The Heritage Area issues to award recipients. This constitutes the only addendum agreement between The Heritage Area and the recipient concerning the above listed project. Any modifications to this addendum agreement remain bound by the conditions herein stated.

Recipient Responsibilities

The recipient has full responsibility for the conduct of project activities, for observance to the 'terms of agreements', and for informing The Heritage Area any significant issues relating to the management or financial aspects of the award.

Upon acceptance of the award the recipient assumes the legal responsibility of administering the award in accordance with all guidelines and conditions detailed in this cooperative agreement addendum. Failure to comply with the requirements of this award could result in suspension or termination of the award.

Uniform Administrative Requirements

Awards issued to state, local, and federally recognized Indian tribal governments are subject to the *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*. The following circulars set forth the federal cost principles that apply to the various types of Heritage Area recipients.

- E. Used to support activities that are included in the approved project scope of work
- F. Incurred during the project period

When the recipient's share of project costs includes *third-party in-kind contributions*, the basis for determining the valuation of volunteer services and donated property or space must be documented and must conform to the principles set below:

- A. Volunteer services are valued at rates ordinarily paid for similar work in the same labor market.
- B. When an employer furnishes the services of an employee, it will be valued at a regular rate of pay.
- C. Value of donated equipment shouldn't be more than the fair market value of equipment of the same age and condition at the time of donation.
- D. Value of donated space should not surpass the fair rental value of similar space.
- E. Value of donated supplies or other expendable property should be reasonable and should not surpass the fair market value of the property at the time of donation.

Payments

Recipients will be paid on a reimbursable basis based on the following:

- A. Requests for reimbursements should occur in a reasonable manner based upon the completion of tasks listed in the approved and attached application.
- B. Reasonably, no request for reimbursed payments should occur more than once a month. Requests should reach The Heritage Area office by the 1st of each month to ensure processing by the 15th. Requests received after the 1st will be processed the following month by the 15th.
- C. Reimbursement forms must be completed in their entirety and include paid invoices and cancelled checks in order for payments to occur.

Ten percent of the project award will be withheld and reimbursed once The Heritage Area is in receipt of the final report and project deliverable (s).

Award funds not requested as a reimbursable payment by the completion of project work and/or the expiration date of this addendum to the general cooperative agreement will be reabsorbed into The Heritage Area's budget.

Pre-Award Costs

The Heritage Area does not approve or reimburse any costs incurred before the effective date of the addendum agreement on any activity or task related to the approved project.

Reporting Requirements

Performance reports should be submitted to The Heritage Area as stated above. Failure to submit reports on a timely basis may result in delayed reimbursed payments.

- A. Progress Reports relating to original project activities are due with each request for reimbursement or by the six month mark of the project agreement if no reimbursement request has taken place.

- C. Admission fees; broadcast or distribution rights.
- D. License fees and royalties on patents and copyrights.

Income Earned During the Project Period

The federal share of program income earned during the award period will be retained by the recipient. The award can specify how such income will be used such as:

- A. It may be added to the existing project funding to cover increased costs of the project.
- B. It may be used to finance the non-federal share of the project.
- C. It may be used to finance the federal share of the project costs, which would result in an equivalent reduction in the amount of The Heritage Area award.

Income Earned After the Project Period

When The Heritage Area fund a project at \$50,000 or more and the total program income earned after the project period exceeds \$50,000, The Heritage Area reserves the right to make a claim to or restrict the use of the federal share of income earned during the seven years following the award.

Title to Equipment

Title to equipment purchased or fabricated with The Heritage Area funds will be vested in the recipient organization (*excluding individuals*) with the understanding that the equipment will be used for the project for which it was obtained but without further obligation to the federal government.

The Heritage Area may reserve the right to request the transfer of title to the federal government or to a third party when the current fair market value of the equipment is \$5,000 or more and the equipment is no longer needed to carry out the purposes of the project or other projects funded by government agencies. Those cases where individuals are awarded funds to purchase equipment will be decided on a case by case basis.

Suspension and Termination

Awards may be terminated in whole or in part by The Heritage Area if:

- A. A recipient essentially fails to comply with the terms and conditions of an award;
- B. When there is other reasonable cause;
- C. By the recipient, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion of the project to be terminated.

However, if The Heritage Area determines that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, it may terminate the award in its entirety either unilaterally or with the consent of the recipient.

Certification Regarding Debarment and Suspension

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

has designated a central signed, point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- F. Taking one of the following actions, within 30 calendar days of receiving notice under the above paragraph with respect to any employee who is so convicted—
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended;
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by an appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the above paragraphs.

Certification Regarding Lobbying

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement.

Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the under-signed, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit *Standard Form-LLL, "Disclosure of Lobbying Activities,"* in accordance with its instructions.

(If needed, *Standard Form-LLL, "Disclosure of Lobbying Activities,"* its instructions, and continuation sheet can be requested through kjohnson@caneriverheritage.org).

- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under

ARTICLE V - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this 20th day of June 2011.

Therefore, this agreement shall expire on 20th day of June 2012 unless otherwise stated.

WITNESSES:

Katherine Johnson
Katherine Johnson

Patricia Antley
Patricia Antley

CANE RIVER NATIONAL HERITAGE AREA INC.

Kathleen Byrd
Kathleen Byrd, Chair or
James L. Durham, Treasurer

Date

Cynthia Sutton
Cynthia Sutton, President

Date

**CITY OF NATCHITOCHE'S OFFICE OF COMMUNITY &
ECONOMIC DEVELOPMENT**

Wayne McCullen
Wayne McCullen, Mayor

7-14-11
Date



CANE RIVER
NATIONAL HERITAGE AREA

The following Resolution was Introduced by Mr. Mims and Seconded by Mr. McCain as follows, to-wit:

RESOLUTION NO. 068 OF 2011

**RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS
FROM THE STATE OF LOUISIANA DIVISION OF ADMINISTRATION,
OFFICE OF COMMUNITY DEVELOPMENT, SPECIFICALLY THE
COMMUNITY WATER ENRICHMENT FUND PROGRAM 2010-2011 FOR
INSTALLATION OF WATER SYSTEM IMPROVEMENTS**

WHEREAS, the State of Louisiana, Division of Administration, Office of Community Development, has provided communities with grant funding for local government solely for the purpose of rehabilitation, improvement, and construction projects for community water systems to provide potable water; and

WHEREAS, the City of Natchitoches is seeking to utilize funds from this grant for the construction and installation of water system improvements to provide water services on behalf of residents, visitors and businesses to the City of Natchitoches; and

WHEREAS, said grant program can provide \$33,000 in funding assistance for the replacement of water lines along the 8-mile loop; and

NOW, THEREFORE, BE IT RESOLVED that the City of Natchitoches hereby approves the filing of a grant application to the Community Water Enrichment Fund Program (CWEF) in the amount of \$33,000 and designated the Mayor as the local official delegated to sign the application documents.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Mims, McCain, Morrow, Payne, Nielsen
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, the Mayor, Wayne McCullen, declared the Resolution passed by a vote of 5 ayes to 0 nays, this the 11th day of July, 2011.


WAYNE McCULLEN, MAYOR

BOBBY JINDAL
GOVERNOR



State of Louisiana
Office of the Governor

June 21, 2011

The Honorable Wayne McCullen
Mayor, City of Natchitoches
P. O. Box 37
Natchitoches, Louisiana 71457

Dear Mayor McCullen:

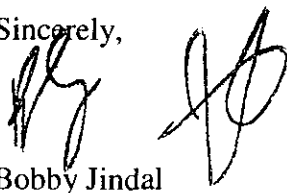
I am happy to inform you that I have approved the FY '10-'11 Community Water Enrichment Fund (CWEF) program application for the City of Natchitoches in the amount of \$33,000.00. These funds will be used to replace water lines along the 8-mile loop.

The City will be authorized to expend funds when the contract has been countersigned by our office. Enclosed is the contract for your review and signature only. The contract will be dated by this office once fully executed. Please return the signed contract promptly to the Office of Community Development, P.O. Box 94095, Baton Rouge, La, 70804-9095.

If you have any questions relative to the CWEF requirements, please do not hesitate to call my office or the Office of Community Development at (225) 342-7412.

Congratulations, and I wish you every success in implementing your project.

Sincerely,



Bobby Jindal

BJ:cn

c: The Honorable Gerald Long, State Senator
The Honorable Rick Nowlin, State Representative
Mr. Paul Rainwater, Commissioner of Administration
Ms. Carol M. Newton, Director, CWEF

CONTRACT BY AND BETWEEN
THE DIVISION OF ADMINISTRATION
AND
THE CITY OF NATCHITOCHES

UNITED STATES OF AMERICA
STATE OF LOUISIANA
SOURCE OF FUNDING - FY 2010 -2011
State Appropriated Funds
TYPE OF CONTRACT - FY 2010- 2011 CWF
FEDERAL EMPLOYER I.D. #72-6000931
AMOUNT OF CONTRACT - \$ 33,000.00
CWF Format #1 (revised, 2011)
CWF File # 1011-CWF-NTC-0601

THIS AGREEMENT, is made and entered into as of this 21ST day of July, 2011
by and between the Division of Administration, hereinafter called "Division" represented by Carol M. Newton,
Office of Community Development and the City of Natchitoches, hereinafter called "Contractor" represented by
Wayne McCullen, Mayor.

1. CONTRACT WITH CONTRACTOR: The Division hereby agrees to contract with the
Contractor and the Contractor hereby agrees to perform the services under this agreement in accordance with
CWF/Division/applicable regulations to the establishing of programs and activities. All exhibits or regulations
referred to in this contract or attached hereto are by reference made part of this contract.

2. DURATION OF CONTRACT: This contract shall be for a period commencing on the date
entered above and ending not more than three years later.

3. RECORDS, REPORTS, AND EVALUATIONS: The Contractor agrees to prepare, retain,
report and allow Division inspection for purposes of evaluation, records as may be required by the Division for
program management purposes.

Upon completion of this contract, or if terminated earlier, all records, reports, worksheets or any other
materials related to this contract shall become the property of the Division. All such books, records and other
documents shall be available at the offices of the Contractor (except that books, records, and other documents of
a Participating Party may be maintained at the offices of such Participating Party) for inspection, copying, audit
and examination at all reasonable times by any duly authorized representative of the State, including the
Legislative Auditor. Any duly authorized representative of the State shall, at all reasonable times, have access
to all portions of the Project.

The rights of access and inspection provided in this paragraph shall continue until completion of
all close-out procedures respecting this contract and until the final settlement and conclusion of all
issues arising out of this contract. The records shall be kept for a minimum of three years from the date
of final close-out.

4. AUDITS and/or FINANCIAL REPORTS: State requirements mandate that local governments and Parish Police Juries must still submit financial statements in compliance with financial and compliance audit requirements established by R.S. 24:513 through 514.

Failure to comply with all financial report requirements may cause loss of participation in this program and reimbursement of contract funds.

5. CHANGES: The Division may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including an increase or decrease in the amount of the Contractor's allocation, must be incorporated as written amendments to this contract. These changes may include the waiver of certain rules and regulations where the Division deems it appropriate.

6. TERMINATION OR SUSPENSION FOR CAUSE OR CONVENIENCE: The Division may, after giving thirty (30) days written notice terminate this contract and payment in whole or part for convenience or cause. Cause shall include but not be limited to:

- (1) failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this contract, including compliance with approved programs and attached conditions, exhibits, and such statutes and Executive Orders as may become generally applicable at any time;
- (2) submission by the Contractor to the Division or its Auditors, of reports that are incorrect or incomplete in any material respect;
- (3) ineffective or improper use of funds provided under this contract;
- (4) suspension or termination of the program from the State Legislature to the Division, under which this contract is made, or the portion thereof delegated by this contract.

The Division, where appropriate, may suspend the contract or payment from time to time in lieu of termination based on reasons indicated above. There may be a suspension of payment when a term of the contract has not been resolved by the next payment request.

The Division may also assign and transfer this contract when required.

If the Contractor is unable or unwilling to comply with such additional conditions as may be lawfully applied to the grant received from the Division, the Contractor shall terminate the contract by giving reasonable written notice to the Division, signifying the effective date thereof. In the event of any termination, or suspension, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Contractor under this contract shall become the property of the Division. The Contractor shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the contract. Notwithstanding the above, the

Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of any breach of the contract by the Contractor and the Division may withhold any reimbursement to the Contractor for the purposes of setoff until such time as the exact amount of damages due the Division from the Contractor is agreed upon or otherwise determined. The Division may authorize the Contractor to continue with its own funds for the project until a question is resolved with the understanding that a satisfactory resolution will cause the Division to reimburse funds.

7. PROHIBITION AGAINST ASSIGNMENT: Contractor shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Division thereto, provided however, that claims for money due or to become due to the Contractor from the Division under this agreement may be assigned to a bank, trust company or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Division.

8. LEGAL AUTHORITY: The Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the Contractor legal authority to enter into this agreement, receive funds, authorized by this agreement and to perform the services the Contractor has obligated itself to perform under this agreement.

9. COMPLIANCE WITH FEDERAL, STATE AND LOCAL GUIDELINES: The Contractor hereby binds itself, certifies, and gives its assurance that it will comply with all applicable federal and State regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of state resources for the State assisted project.

The Contractor further agrees to comply with applicable laws, ordinances, and codes of the State federal, and local governments, including the State Ethics Law, Act 17 of 1996, Section 15C (which sets criteria for transfer of state appropriated funds), State Bid Laws, Local Government Assurances listed in the grant application(s), and all policies and guidelines of the CWEF program as established by the Office of Community Development.

The Contractor has obtained, or has reasonable assurances that it will obtain, all federal, State and local government approvals and reviews required by law to be obtained by the Contractor for the Project; and all Participating Parties have obtained, or the Contractor has reasonable assurances that such Participating Parties will obtain, all such approvals and reviews required by law to be obtained by the Participating Parties for the Project.

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Contractor's obligation and identified under tax identification number 72-6000931.

10. NONDISCRIMINATION: Contractor assures that it is in compliance with all applicable State Civil Rights Legislation and Executive Orders.

11. COMPLIANCE WITH APPROVED PROGRAM: All activities authorized by this agreement will be performed in accordance with the approved work program as described in the grant application(s), (including any amendments which have occurred), Exhibits A, B, and C, the grant conditions and relevant CWEF directives. If any activities authorized by this agreement are not performed in accordance with any part of this agreement or if unauthorized activities are performed, the DOA CWEF Representative may require that any or all grant funds paid-out to Contractor be returned to the Division. Dollar amounts expended for each activity may not exceed those specified in Exhibit B. The release of funds for this contract is conditioned upon approval of the contract conditions listed in Exhibit A.

12. COVENANT AGAINST CONTINGENT FEES AND CONFLICT OF INTEREST: The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant the Division shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of the Contractor, or its designees, or agents, no consultant, no member of the governing body of the Contractor or the locality in which the program is situated, and no other public official of the Contractor or such locality or localities, who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity or benefit, which is part of this Project.

However, upon written request of the Contractor, the State may agree in writing to waive a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the State determines that undue hardship will result either to the Contractor or the person affected by applying the prohibition and that the granting of a waiver is in the public interest. No such request for waiver shall be made by Contractor which would, in any way, permit a violation of State or local law or any charter provision of the Contractor.

13. SCHEDULE OF PAYMENT: In consideration of the various obligations undertaken by the Contractor pursuant to this contract, and in consideration of the obligations to be undertaken by Participating Parties, as represented by the Contractor in the Application, the State agrees, subject to the terms and conditions set forth herein, to provide the Contractor with contract funds in the amount of \$33,000.00.

14. FISCAL FUNDING: The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

15. REMEDIES FOR DEFAULT: Any claim or controversy arising out of this contract shall be resolved by the provisions of R.S. 39:1524 through 1525.

Incurring Costs for Project Activities

The use of grant funds is conditioned upon the Contractor incurring costs in accordance with this contract or as otherwise approved by the State in writing. The incurring of costs to be paid out of contract funds shall be governed by the following:

(1) No costs to be paid out of contract funds may be incurred by the Contractor or any Participating Party until the following conditions are met: (a) a written approval by the State is received of required documentation as specified in Paragraph 11 and Exhibit A of this contract, if any, and (b) written authorization from the State is received to draw funds.

(2) After the Contractor has satisfied all of the contract conditions specified in Paragraph 11 and Exhibit A and the State has transmitted a fully executed contract and released funds for the project activities, the Contractor and the Participating Parties may incur any and all eligible costs to be paid out of grant funds.

(3) If the Contractor's grant application(s) included other funds for the purpose of receiving rating points, include a firm letter of commitment with Exhibit A.

(4) All work under the terms of this contract must have been completed by midnight of that day occurring two years from the date of this contract. Any work taking place more than two years after the date of this contract will not be paid for out of the CWEF funds awarded in this contract unless this

contract has been amended with the approval of the Division of Administration. All lien contingencies must be liquidated ninety (90) days from contract termination date.

Procedures for Requisitioning Payments

There will be only one requisition per month allowed for all grants.

Unobligated funds remaining at the completion of the contract period specified on page 1, paragraph 2 of this contract shall revert to the State for reuse for other eligible projects.

IN WITNESS THEREOF, the parties hereto have executed this agreement this 21ST day of

July, 2011.

WITNESSES:

DIVISION OF ADMINISTRATION

OFFICE OF COMMUNITY DEVELOPMENT

Carol M. Newton
CAROL M. NEWTON, DIRECTOR,
Community Water Enrichment Fund Grant Program

WITNESSES:

Carol S. Steedman

Wayne McCullen
CHIEF ELECTED OFFICIAL

A P P R O V E D
Division of Administration
Office of Community Development
Louisiana Local Government
Assistance Program

Carol M. Newton 7-21-11
Carol M. Newton, Director

Exhibit A

GENERAL INFORMATION, CONTRACT CONDITIONS

GENERAL INFORMATION

1.	CWEF CONTRACT AMOUNT	2. OTHER FUNDS AMOUNT
	\$33,000.00	\$129,262.00

3. MAILING ADDRESS OF CONTRACTOR

City of Natchitoches
P. O. Box 37
Natchitoches, La 71457

4.	CONTRACTOR AUTHORIZED REPRESENTATIVE	5. PHONE
	Wayne McCullen	318-357-3850

6. CONTRACT CONDITIONS

Funds will not be released until the following items have been submitted to and approved in accordance with Program requirements by the State's Office of Community Development.

1. Revisions to the application, if requested by the Office of Community Development.
2. Firm commitments for other project funds, if applicable.
3. Any other documentation, if requested.

Exhibit B

CWEF Line Item Budget

[illegible]

EXHIBIT C

General Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this contract:

1. "Application" means the Application for CWEF Assistance.
2. "Contract Funds" means those funds to be provided by the State to Contractors pursuant to the terms of this contract, as specified in Exhibit A.
3. "Contractor" means the local government entity receiving contract funds pursuant to this contract, as more particularly identified on the cover page of this contract.
4. "Contractor Activities" means those activities of the Project to be carried out by the Contractor, or an agent or agency of the Contractor, which activities are described in Exhibit A of this contract.
5. "Eligible Costs" means costs for the activities specified and for which grant funds are budgeted as specified in Exhibit A of this contract, provided that such costs are not incurred in connection with any activity which may be from time to time amended, are ineligible under the CWEF Program.
6. "Final Approval Date" – The date that the contract is fully executed, all conditions listed in Exhibit A has been satisfied and the State has issued an authorization to the Contractor to proceed with the project activities.
7. "Incurred Costs" – Any monies expended on allowable expenditures relating to the application and/or contract.
8. "CWEF Program" means the Community Water Enrichment Fund grant program, established by the State pursuant to House Bill 926 – Act 513 of the 2008 Regular Legislative Session and in accordance with the provisions of the Administrative Procedures Act, R.S. 49:950.
9. "CWEF Regulations" means the regulations set forth in the Louisiana Administrative Code, Title 4, Part VII, Chapter 23, as the same may, from time to time, be amended and the regulations described in the CWEF Application Package.
10. "Project" means the activities described in the Application and in Exhibits A and B of this contract which are to be carried out to meet the objectives of the CWEF Program.
11. "State" means the State of Louisiana or any official of the State to whom the State has delegated authority to act with respect to matters covered by this Contract Agreement.
12. "Unobligated Funds" means all funds for which no liability exists at the expiration of the contract.

The following Resolution was Introduced by Ms. Morrow and Seconded by Mr. Payne as follows, to-wit:

RESOLUTION NO. 069 OF 2011

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER
INTO A PROPERTY MANAGEMENT AGREEMENT FOR
THE REDEVELOPMENT OF THE TEXAS AND PACIFIC DEPOT**

WHEREAS, the City of Natchitoches owns the vacated Texas and Pacific Railroad Depot; and

WHEREAS, it is the desire of the community to preserve and redevelop the Texas and Pacific Depot in Natchitoches; and

WHEREAS, it is the mission of the Cane River National Heritage Area to assist in the preservation and redevelopment of such structures in the Heritage Area.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Natchitoches, in legal session convened, does hereby authorize Mayor Wayne McCullen to enter into an agreement with the Cane River Heritage Area to become the site manager for the redevelopment projects of the Texas and Pacific Railroad Depot in Natchitoches, Louisiana.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Morrow, Payne, Nielsen, Mims, McCain
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Wayne McCullen declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 11th day of July, 2011.


WAYNE McCULLEN, MAYOR

Ms. Morrow commented that she is glad to see the Cane River National Heritage Area take this project over because for many years the building did lie dormant. Ms. Morrow gave special thanks to Ms. Sutton, Director of the Cane River Heritage Area, Representative Rick Nowlin and Mayor McCullen. Mr. Nowlin has on reserve \$200,000 that will go into this project. Around October we will go to the depot and have our first layout for the community to see exactly what is going to happen to that facility. Ms. Morrow requested that the Mayor authorize the directive to the Public Works Director to clean around that facility and also she requesting Mr. Victor Jones to get the prisoners to work in conjunction. She stated she is grateful to see these three groups, Ms. Sutton from the Cane River Heritage Area, Representative Rick Nowlin, and the City of Natchitoches Mayor Wayne McCullen coming together to make this a reality.

Mr. Nielsen made a motion to adjourn the meeting, Mr. McCain seconded the motion, and the meeting was adjourned at 7:36 p.m.


WAYNE McCULLEN, MAYOR


DON MIMS, MAYOR PRO TEMPORE